

David J. Feldman, Esq.  
Nevada Bar No. 5947  
FELDMAN GRAF, P.C.  
8831 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 949-5096  
Facsimile: (702) 949-5097  
dfeldman@feldmangraf.com  
*Attorneys for Defendant*  
*21<sup>st</sup> Century Centennial Insurance Company*

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

JANICE JACOBSEN, individually,	)	Case No.: 2:17-cv-01000-MMD-NJK
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
21 <sup>ST</sup> CENTURY CENTENNIAL INSURANCE	)	
COMPANY, a foreign entity doing business in	)	
the State of Nevada; DOE INDIVIDUALS 1	)	
through 10; XYZ CORPORATIONS 11	)	
through 20; ABC LIMITED LIABILITY	)	
COMPANIES 21 through, 30 inclusive,	)	
	)	
Defendants.	)	

**STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT**

PLAINTIFF, JANICE JACOBSEN, by and through her counsel of record, Jennifer Peterson, Esq. of the The Nettles Law Firm, and DEFENDANT, 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE COMPANY, by and through its counsel of record, David J. Feldman, Esq. of the law office of Feldman Graf, P.C., hereby enter into the following STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT:

WHEREAS PLAINTIFF has filed the above styled and numbered suit against DEFENDANT, 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE COMPANY; and

WHEREAS PLAINTIFF has caused to be served upon 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE COMPANY certain discovery requests and contemplates serving upon 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE COMPANY other discovery requests in the future; and

WHEREAS 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE COMPANY has asserted a

1 privilege that some of the materials sought are of a confidential or proprietary nature and constitute  
2 a trade secret under applicable law, and may assert such a privilege from discovery as to future  
3 requests; and

4 WHEREAS the PLAINTIFF and 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE  
5 COMPANY desire to expedite and facilitate the discovery process in this litigation while protecting  
6 the business interests of 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE COMPANY to its trade  
7 secrets; and

8 WHEREAS PLAINTIFF and 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE COMPANY  
9 agree that the easiest and most economical way to accomplish this goal is through the execution  
10 of this STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT;

11 IT IS THEREFORE AGREED as follows:

- 12 1. Documents that will be produced by 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE  
13 COMPANY pursuant to this STIPULATION AND ORDER REGARDING  
14 CONFIDENTIALITY AGREEMENT are claimed by Defendant to be of a confidential or  
15 proprietary nature by Defendant at or about the time of the incident or transactions at issue  
16 in this litigation or at some time later. The purpose of this STIPULATION AND ORDER  
17 REGARDING CONFIDENTIALITY AGREEMENT is to protect the confidentiality of  
18 these documents.
- 19 2. Documents and information produced in this case by Defendant shall be protected from  
20 inappropriate disclosure in accordance with the following terms and conditions:
  - 21 a. Defendant may, in good faith, designate documents or discovery information  
22 “confidential” including, but not limited to:
    - 23 i. all documents and/or information that Defendant believes to constitute or  
24 disclose trade secrets or other confidential research, development, testing,  
25 or commercial information or other information that it is entitled to keep in  
26 confidence;
    - 27 ii. business marketing, testing, training materials, research or strategic plans  
28 relating to any materials, products, goods and/or services;

- iii. discovery material reflecting or relating to research, testing or financial data; and/or
- iv. all documents and/or information containing or referring to internal evaluations or criticisms of any of Defendant's products, goods, services, practices and/or procedures.

- b. All documents produced by Defendant in this case and designated "confidential" shall be used solely for the purpose of "this action" and shall not be made available to persons other than "qualified persons" as defined in Paragraph 3. "This action" specifically refers to the pretrial proceedings and trial or settlement of the above-referenced cause of action, and no other.

The parties to this agreement recognize and agree that material designated as being confidential may be used at the time of trial (subject to the Court's review of objections regarding this material if applicable) or may otherwise use such confidential documents as exhibits to pleadings in Court. The parties further recognize and agree that the use of such documents for Court pleadings and/or evidence will not alter the confidential nature of same.

3. "Qualified persons" means:

- a. a party to this action, an officer, director, employee or partner or a party of in-house counsel having direct responsibility for, working directly on, or testifying in connection with this action who has executed a Declaration in the form attached hereto as Exhibit A and only after delivery of the executed Exhibit A to counsel for Defendant 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE COMPANY; and/or
- b. counsel of record for the parties and the legal assistants and regularly employed office staff of the counsel of record for the parties; and/or
- c. a person retained by a party or its attorneys of record to assist in this action, such as independent accountants, expert witnesses, statisticians, economists, consultants or other technical experts and/or consultants, who have signed a Declaration in the form of Exhibit A hereto. Delivery of the executed Exhibit A must be provided to

- 1 counsel for Defendant 21<sup>ST</sup> CENTURY CENTENNIAL INSURANCE COMPANY  
2 at the time an expert report is provided, expert disclosures are due or at the  
3 conclusion of this case, whichever comes first; and/or
- 4 d. actual or potential deposition witnesses in this action who are assisting counsel in  
5 the prosecution or defense of this action or whom counsel must advise concerning  
6 the status of this action who have executed a Declaration in the form attached  
7 hereto as Exhibit A.
- 8 4. Unless prior written consent for further disclosure has been obtained from counsel for  
9 Defendant or permission for such disclosure has been given by the Court, each qualified  
10 person identified in Paragraphs 3(a), (c), and (e) above, as well as counsel for third-party  
11 witnesses, to whom delivery, exhibition or disclosure of any materials designed as  
12 confidential is made, shall be provided with a copy of this STIPULATION AND ORDER  
13 REGARDING CONFIDENTIALITY AGREEMENT, and shall execute a Declaration in  
14 the form attached hereto as Exhibit A.
- 15 5. "Confidential" documents and other discovery materials shall include all originals and  
16 copies of any document and/or information that Defendant has designated as such by  
17 stamping the cover or other page or by stamping a blank sheet affixed to the cover or other  
18 page with the word "CONFIDENTIAL" or in any other reasonable manner appropriate to  
19 the form in which the confidential information is made available to the qualified persons  
20 as defined in Paragraph 3. In lieu of stamping the originals of documents, Defendant may  
21 stamp copies that are produced or exchanged, or indicate in some appropriate fashion that  
22 the documents are confidential under this STIPULATION AND ORDER REGARDING  
23 CONFIDENTIALITY AGREEMENT. Notwithstanding the foregoing, documents or other  
24 discovery materials produced and not so designated through mistake, an inadvertence, or  
25 for any other reason shall likewise be deemed confidential.
- 26 6. In the event that a "qualified person" ceases to engage in the preparation for trial or trial of  
27 this proceeding, access by such person to confidential documents and other discovery  
28 materials of Defendant shall be terminated. However, the provisions of this

1 STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT shall  
2 remain in full force and effect as to all persons who have obtained access to such  
3 documents or other discovery materials of Defendant designated for protection hereunder  
4 in perpetuity.

5 7. Counsel for the parties shall maintain a list of the names of all persons, including all  
6 experts, expected to testify at trial, who inspect or view confidential documents and other  
7 discovery information or who receive any copies of such confidential documents or  
8 discovery information and shall make such a list available to Defendant at the conclusion  
9 of this litigation.

10 8. The provisions of this STIPULATION AND ORDER REGARDING CONFIDENTIALITY  
11 AGREEMENT shall remain applicable to all documents marked with the legend  
12 "confidential," and any information contained therein or derived therefrom, after this action  
13 concludes. Within 30 days after final conclusion of all aspects of this action, all documents  
14 marked with the legend "confidential," and all copies thereof, shall be returned to the party  
15 that produced the documents marked with the legend "confidential" or, at the option of the  
16 producing party if it retains at least one copy, destroyed. All counsel of record shall make  
17 certification of compliance herewith and shall deliver the same to counsel for the producing  
18 party not more than 60 days after final termination of this action. Alternatively, the  
19 producing party may agree in writing on appropriate methods of destruction.

20 9. Nothing contained herein shall prevent disclosure beyond the terms of this STIPULATION  
21 AND ORDER REGARDING CONFIDENTIALITY AGREEMENT if Defendant consents  
22 in writing to such disclosure; or if the Court, after notice to all affected persons, allows such  
23 disclosure; or if the party to whom confidential information has been produced thereafter  
24 becomes obligated to disclose the information in response to a lawful subpoena,  
25 PROVIDED THAT the subpoenaed party gives prompt written notice to counsel for  
26 Defendant and permits Defendant's counsel sufficient time to intervene and seek  
27 appropriate relief in the action in which the subpoena was issued.

28 10. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY

1 AGREEMENT, nor any action taken in compliance with it, shall:

- 2 a. operate as an admission by Defendant that any particular document, or discovery  
3 material, deposition transcript, or discovery response is or is not confidential; or  
4 b. prejudice in any way the right of any party to seek a determination by the Court  
5 whether particular documents or other information should or should not be  
6 disclosed or if disclosed whether it should remain subject to the terms of this  
7 STIPULATION AND ORDER REGARDING CONFIDENTIALITY  
8 AGREEMENT.

9 Any party may request the Court to modify or otherwise grant relief from any provision of  
10 this STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT.

- 11 11. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY  
12 AGREEMENT shall be deemed to impair Defendant's right to object to the production of  
13 documents or information on any ground, or to assert that the documents or information  
14 sought are privileged or otherwise protected from disclosure or to demand more stringent  
15 restrictions for the treatment or disclosure of any documents or discovery information on  
16 any ground that may be warranted by the circumstances of a particular document request.
- 17 12. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY  
18 AGREEMENT shall bar or otherwise restrict any attorney herein from rendering advice to  
19 his or her client with respect to this case.
- 20 13. If any Party to this proceeding disputes the designation of any document(s) as confidential,  
21 or otherwise seeks to remove or modify the protections of this Order for any reason, the  
22 Parties shall attempt in good faith to resolve by agreement whether or not the subject  
23 document(s) should be declassified. If the Parties are unable to agree, the Party seeking to  
24 declassify the document(s) shall first give five (5) days written notice to the other Parties  
25 of its intent to declassify the document(s) in order to allow time for any written objection  
26 to be lodged. If no written objection is lodged before the expiration of the five (5) day  
27 period, the document may be declassified. If a written objection is lodged before the  
28 expiration of the five (5) day period, the Party seeking to declassify the document may file



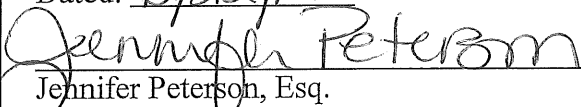
an appropriate motion with the Court, seeking to remove or modify the protections of this Order as to the documents specified. The party claiming confidentiality has the burden as defined by the law of the State of Nevada, or applicable federal law of establishing that the objected to document is "confidential." Until resolution of the dispute is achieved either through consent or order, all Parties shall treat the designated document(s) as confidential pursuant to the terms of this Order.

14. This STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT may be modified by executing a revised stipulation and order among all parties, approved by the Court or by application by noticed motion.


15. Nothing in this STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT shall be construed as a waiver of any rights by any party with respect to matters not specifically provided for herein. This STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT shall be applicable to documents and discovery materials produced.

**IT IS SO STIPULATED.**

Dated: 12/22/17

  
Jennifer Peterson, Esq.  
NETTLES LAW FIRM  
Nevada Bar No. 11242  
1389 Galleria Drive, Suite 200  
Henderson, NV 89014  
Telephone: (702) 434-8282  
Facsimile: (702) 434-1488  
*Attorneys for Plaintiff Janice Jacobsen*

Dated: 1/2/18

  
FELDMAN GRAF, P.C.  
David J. Feldman, Esq.  
Nevada Bar No. 5947  
8831 West Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 949-5096  
*Attorneys for Defendant*  
*21<sup>st</sup> Century Centennial Insurance Company*

**IT IS SO ORDERED.**

\_\_\_\_\_  
United States Judge  
United States District Court

DATED: \_\_\_\_\_

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO  
ABIDE BY STIPULATION AND ORDER  
REGARDING CONFIDENTIALITY AGREEMENT**

THE UNDERSIGNED HEREBY UNDERSTANDS AND ACKNOWLEDGES that he or she has read the Stipulation and Order Regarding Confidentiality Agreement filed in this action on \_\_\_\_\_, 2017. The Undersigned hereby acknowledges that a Stipulation and Order Regarding Confidentiality Agreement in the case of *Janice Jacobsen v. 21<sup>st</sup> Century Centennial Insurance Company*, Case No. 2:17-cv-01000-MMD-NJK was filed in the United States District Court in the District of Nevada and entitled "STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT."

The Undersigned agrees to be bound by the terms of the above-mentioned Stipulation and Order Regarding Confidentiality Agreement in the same manner as the parties to the Stipulation and Order and their respective attorneys. The Undersigned agrees to provide David J. Feldman, Esq., attorney for Defendant, with written notice of any document sharing as well as a list of any recipients of shared documents. The Undersigned also agrees, as provided in the Stipulation and Order Regarding Confidentiality Agreement, to submit to the jurisdiction of the United States District Court in the District of Nevada for any proceedings related to any violation or threatened violation of this Order.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Litigant, Janice Jacobsen

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney, Jennifer Peterson, Esq.  
of The Nettles Law Firm